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09/694,402	10/22/2000	John Thaddeus Pienkos		9105

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EXAMINER
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ART UNIT	PAPER NUMBER
3626	

DATE MAILED: 05/24/2006

Please find below and/or attached an Office communication concerning this application or proceeding.

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE <u>3</u> MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.
- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133).
  Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

1)☒ Responsive to communication(s) filed on <u>09 April 2006</u>.

2a)☐ This action is **FINAL**.   2b)☒ This action is non-final.

3)☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

4)☒ Claim(s) *1-20* is/are pending in the application.

    4a) Of the above claim(s) _____ is/are withdrawn from consideration.

5)☐ Claim(s) _____ is/are allowed.

6)☒ Claim(s) *1-20* is/are rejected.

7)☐ Claim(s) _____ is/are objected to.

8)☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

9)☐ The specification is objected to by the Examiner.

10)☐ The drawing(s) filed on _____ is/are: a)☐ accepted or b)☐ objected to by the Examiner.

    Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).

    Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).

11)☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

12)☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).

    a)☐ All   b)☐ Some * c)☐ None of:

      1.☐ Certified copies of the priority documents have been received.

      2.☐ Certified copies of the priority documents have been received in Application No. _____.

      3.☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

    * See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

1) ☒ Notice of References Cited (PTO-892)	4) ☐ Interview Summary (PTO-413)
2) ☐ Notice of Draftsperson's Patent Drawing Review (PTO-948)	Paper No(s)/Mail Date. _____ .
3) ☐ Information Disclosure Statement(s) (PTO-1449 or PTO/SB/08)	5) ☐ Notice of Informal Patent Application (PTO-152)
Paper No(s)/Mail Date _____ .	6) ☐ Other: _____ .

DETAILED ACTION

Notice to Applicant

1.   A request for continued examination under 37 CFR 1.114, including the fee set forth in 37 CFR 1.17(e), was filed in this application after final rejection. Since this application is eligible for continued examination under 37 CFR 1.114, and the fee set forth in 37 CFR 1.17(e) has been timely paid, the finality of the previous Office Action has been withdrawn pursuant to 37 CFR 1.114. Applicant's submission filed on 9 April 2006 has been entered.

2.   This communication is in response to the RCE filed on 9 April 2006. Claims 1-20 are pending. Claims 1, 14-18, and 20 have been amended.

Claim Rejections - 35 USC § 112

3.   The following is a quotation of the second paragraph of 35 U.S.C. 112:

> The specification shall conclude with one or more claims particularly pointing out and distinctly claiming the subject matter which the applicant regards as his invention.

4.   Claims 13 and 20 are rejected under 35 U.S.C. 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention.

(A) Claim 13, line 1, lacks proper antecedent basis. Claim 13 is directed towards a method. However, claim 14 is directed towards a computer-readable storage medium. For purposes of applying prior art, claim 13 is interpreted as being directed towards a computer-readable storage medium.

(B) Claim 20, line 1, lacks proper antecedent basis. Claim 20 is directed towards a computer system. However, claim 14 is directed towards a computer-readable storage medium. For purposes of applying prior art, claim 20 is interpreted as being directed towards a computer-readable storage medium.

Claim Rejections - 35 USC § 103

5.   The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

> (a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negatived by the manner in which the invention was made.

6.   Claims 1-4, 6, 9, and 13-14 are rejected under 35 U.S.C. 103(a) as being unpatentable over Luchs et al. (4,831,526) in view of Felton (Felton, Bruce, "Rental Car Insurance: Staying out of financial potholes," The New York Times, March 23, 1997, pg. 3, 11).

(A) As per claim 1, Luchs discloses fully computerized insurance premium quote request and policy issuance method comprising:

(a) entering data into fields relating to a desired insurance coverage, wherein the fields include the effective date of the insurance policy, the expiration date of the insurance policy, and the zip code and state of the policy holder (Fig. 10A-B, col. 22 line 5 to col. 23 line 28);

(b) receiving at the central processor, which includes a databank, the information entered into fields (col. 2 line 55 to col. 3 line 5, col. 22 lines 5-35, col. 28 lines 20-52);

(c) electronically and automatically comparing the data in the insurance application to certain underwriting criteria before actually proceeding with the printing of the insurance application, wherein the underwriting criteria compared with data include the effective date, expiration date, and city/ country code (col. 4 lines 26-47, col. 7 line 28 to col. 11 line 2, col. 16 line 30 to col. 17 line 5);

(d) sending the policy to printing if the policy does not need further approval based on the criteria, and wherein if further approval is needed, the policy is sent to underwriting for approval (col. 16 lines 30-52).

Luchs includes the feature of receiving a customer specification setting time limits regarding a desired amount of insurance coverage (i.e., the effective date and the expiration date). However, Luchs does not include the feature of the time limit specifying a time period of less than a month. Felton discloses in his article that it is well known in the insurance arts to provide rental car insurance to customers, wherein the rental car insurance is limited to periods of time of 15 days or 30 days (pg. 2, par. 7).

At the time the invention was made, it would have been obvious to one of ordinary skill in the art to include the features of Felton within the method of Luchs with the motivation of allowing a customer to receive insurance only for the period of time in which they are using the rental car (Felton; pg. 2, par. 3).

It is noted that Luch's disclosure of entering the zip code and state of the policy

holder discussed above is considered to be a form of Applicant's "geographical region

indication of a geographical region smaller in size than an entire nation."

(B) As per claim 2, Luchs discloses:

(a) allowing an operator to enter data into a form related to an insurance policy

(col. 3 lines 16-38);

(b) entering data into fields in a form relating to a desired insurance coverage,

wherein the fields include the effective data of the insurance policy, the expiration date

of the insurance policy, and the zip code and state of the policy holder (Fig. 10A-B, col.

3 lines 17-38, col. 22 line 5 to col. 23 line 28);

(c) receiving at the central processor, which includes a databank, the information

entered into fields (col. 2 line 55 to col. 3 line 5, col. 22 lines 5-35, col. 28 lines 20-52);

electronically and automatically comparing the data in the insurance application to

certain underwriting criteria before actually proceeding with the printing of the insurance

application, wherein the underwriting criteria compared with data include the effective

data, expiration date, and city/ country code (col. 7 line 28 to col. 20 line 50);

(d) sending the policy to printing if the policy does not need further approval

based on the criteria, and wherein if further approval is needed, the policy is sent to

underwriting for approval (reads on "providing a preliminary indication that the customer

will have an ability to order insurance) (col. 16 lines 30-52);

(e) assigning a client number to the client and receiving data such as the name

of the policy requestor and the client number of the policy requestor (Fig. 1, 10A-B, col.

2 line 55 to col. 3 line 5, col. 3 lines 16-39, col. 5 line 61 to col. 6 line 12, col. 7 line 28 to

col. 20 line 50, col. 22 lines 5-35, col. 28 lines 20-52).

As per the recitation of "temporally-limited amounts of insurance" and

"geographically-limited amounts of insurance," note the teachings of Luchs and Felton

within claim 1.

(C) As per claim 3, Luchs discloses the fields including the effective date of the

insurance policy, the expiration date of the insurance policy, and the zip code and state

of the policy holder (Fig. 10A-B, col. 22 line 5 to col. 23 line 28).

(D) As per claim 4, Luchs discloses inputting data into a form, wherein the data input is

the name of the policy requestor and the client number of the policy requestor, wherein

the inputted data is received at the processor (Fig. 10A-10B, col. 2 line 55 to col. 3 line

5, col. 3 lines 16-39, col. 21 lines 39-58, col. 22 lines 5-35, col. 28 lines 20-52).

(E) As per claim 6, Luchs discloses the "start time" being the effective date and the

"finish time" being the expiration date (Fig. 10B). It is noted that an effective date is

measured with respect to the expiration date (i.e., prior to the expiration date) and the

expiration date is measured with respect to the effective date (i.e., after the effective

date).

(F) As per claim 9, Luchs discloses the insurance coverage relating to a automobile

and a watercraft, such as a boat (col. 7-8 Table continued in col. 9-10).

(G) As per claim 13, Luchs discloses allowing a user to input geographical information

such as a zip code, state, or city (Fig. 10A-B), wherein the user input is received via

telephone lines (col. 13 lines 59-63).

(H) As per claim 14, Luchs discloses fully computerized insurance premium quote

request and policy issuance method comprising:

(a) entering data into fields relating to a desired insurance coverage, wherein the

fields include the effective data of the insurance policy, the expiration date of the

insurance policy, and the zip code and state of the policy holder, wherein the insurance

coverage pertains to a vehicle or home owned by a client (reads on "pertaining to an

item owned by the customer") (Fig. 5, Fig. 10A-B, Fig. 10D-F, Fig. 11C-E, Table in col.

7-8, col. 20 lines 1-28, col. 22 line 5 to col. 23 line 28);

(b) receiving at the central processor, which includes a databank, the information

entered into fields (col. 2 line 55 to col. 3 line 5, col. 22 lines 5-35, col. 28 lines 20-52);

(c) electronically and automatically comparing the data in the insurance

application to certain underwriting criteria before actually proceeding with the printing of

the insurance application, wherein the underwriting criteria compared with data include

the effective date, expiration date, and city/ country code (col. 4 lines 26-47, col. 7 line 28 to col. 11 line 2, col. 16 line 30 to col. 17 line 5);

(d) creating a suspense file for quotations which are pending approval by the insured, thus notifying the underwriter that a quotation was given, wherein the client can modify the policy at a later time (col. 13 lines 29-42, col. 16 lines 13-51); and

(e) sending the policy to printing if the policy does not need further approval based on the criteria, and wherein if further approval is needed, the policy is sent to underwriting for approval (col. 16 lines 30-52).

Luchs includes the feature of receiving a customer specification setting time limits regarding a desired amount of insurance coverage (i.e., the effective date and the expiration date). However, Luchs does not include the feature of specifying a time period of less than a month. Felton discloses in his article that it is well known in the insurance arts to provide rental car insurance to customers, wherein the rental car insurance is limited to periods of time of 15 days or 30 days (pg. 2, par. 7).

At the time the invention was made, it would have been obvious to one of ordinary skill in the art to include the features of Felton within the method of Luchs with the motivation of allowing a customer to receive insurance only for the period of time in which they are using the car (Felton; pg. 2, par. 3).

As per the recitation of "during a preliminary period of time" and "during a later period of time," note Luchs's teachings of creating a suspense file to access insurance quotations which are pending approval by the insured.

7.   Claim 5 is rejected under 35 U.S.C. 103(a) as being unpatentable over Luchs et

al. (4,831,526) and Felton (Felton, Bruce, "Rental Car Insurance: Staying out of

financial potholes," The New York Times, March 23, 1997, pg. 3, 11) as applied to

Claim 1 above, respectively, and in further view of Cullen et al. (6,272,528).

(A) As per claim 5, the teachings of Luchs and Felton, and the motivation for their

combination is discussed above in the rejection of claim 1, and incorporated herein.

        Luchs teaches inputting effective and expiration dates and the client's name via a

terminal (col. 7 line 28 to col. 8 line 30, Table in col. 7-8, col. 28 lines 20-51).

        Luchs fails to teach coupling the client and server computer via the internet.

Cullen discloses the client and server computers being connected via the Internet (col. 3

lines 1-10). At the time the invention was made, it would have been obvious to one of

ordinary skill in the art to include the teachings of Cullen within the method taught

collectively by Luchs and Felton with the motivation of allowing remotely located clients

to access information (Cullen; col. 3 lines 1-10).

8.   Claim 7 is rejected under 35 U.S.C. 103(a) as being unpatentable over Luchs et

al. (4,831,526) and Felton (Felton, Bruce, "Rental Car Insurance: Staying out of

financial potholes," The New York Times, March 23, 1997, pg. 3, 11) as applied to

Claim 1 above, respectively, and in further view of Mizuno (6,380,953).

(A) As per claim 7, the teachings of Luchs and Felton, and the motivation for their

combination is discussed above in the rejection of claim 1, and incorporated herein.

Luchs teaches receiving an inquiry from a customer (col. 3 lines 16-38). Luchs

teaches the timer period indication is an indication of a particular discrete time slot (see

Fig. 10B, effective and expiration date). Luchs and Felton fail to teach a single

indication of a particular discrete time unit including one of a Sunday, a predefined

evening time slot, and a noon-hour time slot.

These features are well-known in the art as evidenced by Mizuno which teaches

a means for defining a time period in terms of a start and/or finish time and also a

means for selecting a day (Sunday) as a time period (Figures 3-7; col. 2 lines 1-60. Col.

3, Ln. 28-41, Col. 5, Ln. 43-50, col. 8 lines 5-28).

At the time of the invention, one of ordinary skill in the art would have been

motivated to add a means of defining a time period with respect to the start and/or a

finish time and a means of selecting a single day as a time period in order provide a

display with improved scroll operability upon displaying information as recited in Mizuno

(Mizuno; Col. 1, Ln. 64-67).

9.   Claim 8 is rejected under 35 U.S.C. 103(a) as being unpatentable over Luchs et

al. (4,831,526) and Felton (Felton, Bruce, "Rental Car Insurance: Staying out of

financial potholes," The New York Times, March 23, 1997, pg. 3, 11) as applied to claim

1, and further in view of Pescitelli et al. (5,845,256).

(A) As per claim 8, the teachings of Luchs and Felton, and the motivation for their

combination is discussed above in the rejection of claim 1, and incorporated herein.

Luchs fails to expressly disclose receiving credit card information from a

customer.

Pescitelli discloses payment for a policy being made by credit card, wherein the

credit car is inserted into a credit card reader and is authorized (col. 2 lines 4-13).

At the time the invention was made, it would have been obvious to one of

ordinary skill in the art to include the aforementioned features of Pescitelli within the

method taught collectively by Luchs and Felton with the motivation of allowing a

customer to pay for insurance immediately (Pescitelli; col. 2 lines 4-13).

10.   Claim 10 is rejected under 35 U.S.C. 103(a) as being unpatentable over Luchs et

al. (4,831,526) and Felton (Felton, Bruce, "Rental Car Insurance: Staying out of

financial potholes," The New York Times, March 23, 1997, pg. 3, 11) as applied to claim

1, and further in view of Official Notice.

(A) As per claim 10, Luchs discloses the insurance coverage relating to a automobile

and a watercraft, such as a boat (col. 7-8 Table continued in col. 9-10). Luchs and

Felton does not explicitly disclose insuring a luxury automobile. However, the Examiner

respectfully submits that it is well known in the art of insurance to insure luxury

automobiles as well as other types of automobiles. The motivation for modifying Luchs

and Felton being to provide insurance coverage for different types of vehicles.

11.   Claims 11 and 20 are rejected under 35 U.S.C. 103(a) as being unpatentable

over Luchs et al. (4,831,526) and Felton (Felton, Bruce, "Rental Car Insurance: Staying

out of financial potholes," The New York Times, March 23, 1997, pg. 3, 11) as applied to

claims 1 and 15, and further in view of Quicken (Quicken website, Accessed from

www.archive.org, dated 12/12/1998).

(A) As per claim 11, the teachings of Luchs and Felton, and the motivation for their

combination is discussed above in the rejection of claim 1, and incorporated herein.

        Luchs discloses a central processor of an insurance company (col. 3 lines 17-

55).

        Luchs and Felton do not disclose each of the field and the confirmation is

provided onto an internet communications link for receipt by a web client terminal that is

at least one of owned and operated at a direction of an insurance carrier.

        Quicken discloses an insurance website for a customer to receive real-time

quotes and purchase policies from the nation's leading insurance companies, wherein

the customer enters information on a computer (reads on "client terminal") via a web

browser over the Internet, wherein the Quicken system (reads on "insurance provider")

receives information from multiple insurance companies and displays the quotes to a

user (see pages 1-8).

        At the time the invention was made, it would have been obvious to one of

ordinary skill in the art to include the features of Quicken within the method taught

collectively by Luchs and Felton with the motivation of providing a means to quickly

access insurance information using the Internet (pg. 2 of Quicken).

(B) As per claim 20, the teachings of Luchs and Felton and the motivation for their

combination are incorporated herein.

Luchs discloses a central processor of an insurance company (col. 3 lines 17-

55).

Luchs and Felton do not expressly disclose providing web page information onto

the internet for receipt by a client computer, and also providing confirmation onto the

internet that the desired insurance coverage can be provided for receipt by the client

computer upon determining that the desired insurance coverage can be provided,

wherein the customer specification is received off of the internet after being transmitted

by a terminal, and wherein the terminal is at least one of owned and operated in

response to direction provided by the customer.

Quicken discloses an insurance website for a customer to receive real-time

quotes and purchase policies from the nation's leading insurance companies, wherein

the customer enters information on a computer (reads on "client terminal") via a web

browser over the Internet, wherein the Quicken system (reads on "insurance provider")

receives information from multiple insurance companies and displays the quotes to a

user (reads on "confirmation"), wherein upon the customer receiving the quotes, the

customer is able to select the policy he or she would like and purchase the policy (see

pages 1-8). As per the recitation of "a later time period," the Examiner notes that the

Quicken discloses providing web pages over the Internet which would include an inherent delay to load web pages on a client computer.

At the time the invention was made, it would have been obvious to one of ordinary skill in the art to include the features of Quicken within the method of Luchs and Felton with the motivation of providing a quick way to access insurance information using the Internet (pg. 2 of Quicken).

12. Claim 12 is rejected under 35 U.S.C. 103(a) as being unpatentable over Luchs et al. (4,831,526) and Felton (Felton, Bruce, "Rental Car Insurance: Staying out of financial potholes," The New York Times, March 23, 1997, pg. 3, 11) as applied to claim 1, and further in view of Serdy (5,990,886).

(A) As per claim 12, the teachings of Luchs and Felton, and the motivation for their combination is discussed above in the rejection of claim 1, and incorporated herein.

Luchs and Felton fail to teach wherein the input of the geographical region indication occurs by at least one of providing at least one map and receiving a demarcation indication which indicates a specific region on the map; and receiving at least one selection of a geographical region from a list of possible geographical regions. It is respectfully submitted that claim 12 only requires one of the aforementioned limitations.

Serdy teaches the input of the geographical region indication occurring by at least one of providing at least one map and receiving a demarcation indication which

indicates a specific region on the map is well known in art. See Fig. 4-6 and col. 1 lines

25-64. At the time the invention was made, it would have been obvious to one of

ordinary skill in the art to combine the teachings of Serdy within the method taught

collectively by Luchs and Felton with the motivation of enabling a user to quickly input a

geographic region without having to type the name of the geographic region (Serdy, col.

1 lines 27-37).

13.   Claims 15-18 are rejected under 35 U.S.C. 103(a) as being unpatentable over

Cullen et al. (6,272,528) in view of Luchs et al. (4,831,526) and Felton (Felton, Bruce,

"Rental Car Insurance: Staying out of financial potholes," The New York Times, March

23, 1997, pg. 3, 11).

(A) As per claims 15-16, Cullen discloses a number of user computers connected to a

plurality of server computers by way of a network, such as the Internet, wherein the

user of the client computer enters data into the interface regarding preferences for an

insurance quote (Abstract, Fig. 1, 4-7, col. 1 line 45 to col. 2 line 11, col. 4 line 64 to col.

5 line 4, col. 6 line 39 to col. 7 line 39) (An interface for use over the Internet is

considered to be a form of "web pages"). Cullen discloses a user obtaining insurance

information based on a user's requirements for vehicle insurance policies (col. 1 line 48

to col. 2 line 11).

        Cullen fails to expressly disclose allowing the user to specify a temporal limitation

for an insurance policy, the temporal limitation specifying a time period less than a

month, and allowing a user to specify a geographical limitation for the insurance policy,

the geographical limitation specifying a geographical region that is smaller in size than

an entire nation. Cullen does not explicitly state that the item is owned by the customer

or that the user is <u>one of</u> a first customer who owns the first item and a third party acting

on behalf of the first customer or providing the first customer with insurance coverage in

relation to the first item owned by the first customer.

Luchs discloses entering data into fields relating to a desired insurance

coverage, wherein the fields include the effective data of the insurance policy, the

expiration date of the insurance policy, and the zip code and state of the policy holder,

wherein the data is entered by an operator, such as an agent (reads on "third party

acting on behalf of the first customer") (Fig. 10A-B, col. 3 lines 16-38, col. 22 line 5 to

col. 23 line 28). Luchs discloses the insurance coverage pertaining to a vehicle or

home owned by a client (reads on "pertaining to an item owned by the customer") (Fig.

5, Fig. 10A-B, Fig. 10D-F, Fig. 11C-E, Table in col. 7-8, col. 20 lines 1-28, col. 22 line 5

to col. 23 line 28). Luchs discloses separate interfaces for entering temporal limitations

(see Fig. 10B) and geographical limitations, such as the state (Fig. 10A).

At the time the invention was made, it would have been obvious to one of

ordinary skill in the art to include the features of Luchs within the system of Cullen with

the motivation of allowing a user to obtain information from a variety of sources over the

Internet, thus reducing the difficulty in obtaining information on multiple insurance

policies (Cullen; col. 1 lines 5-45).

Luchs includes the feature of receiving a customer specification setting time

limits regarding a desired amount of insurance coverage (i.e., the effective date and the

expiration date). However, Cullen and Luchs does not include the feature of the time

limit specifying a time period of less than a month.

Felton discloses in his article that it is well known in the insurance arts to provide

rental car insurance to customers, wherein the rental car insurance is limited to periods

of time of 15 days or 30 days (pg. 2, par. 7).

At the time the invention was made, it would have been obvious to one of

ordinary skill in the art to include the features of Felton within the method of Cullen and

Luchs with the motivation of allowing a customer to receive insurance only for the period

of time in which they are using the rental car (pg. 2, par. 3).

(B) As per claim 17, Luchs discloses storing in a databank on a central processor, a

client file which includes the client name and client address (Fig. 1, col. 6 lines 25-65).

The motivation for combining Luchs within the system of Cullen is given above in claim

15.

(C) As per claim 18, Cullen discloses:

(a) wherein the user selects the "most suitable quotation" option which attempts

to find an insurance policy which will give the best value based on the user's

preferences, wherein the results of the search include presenting the results to the user

in an interface (col. 7 lines 5-67, col. 11 line 10 to col. 12 line 35).

Cullen fails to expressly disclose wherein the input controls include a set of

selectable menu items including at least one of a list of possible temporal limitations

concerning possible time periods for insurance coverage, and a list of possible

geographic limitations concerning possible regions for insurance coverage; and

wherein the display provides, in response to the specifying of a temporal limitation a first

confirmation when the server computer determines that insurance coverage can be

provided during the time period corresponding to the temporal limitation; and wherein

the display provides, in response to the specifying of a geographic limitation a second

confirmation when the server computer determines that insurance coverage can be

provided within the region corresponding to the geographic limitation.

Luchs discloses entering the city, state, county, and zip code, and an effective

date, and expiration date for an insurance quotation into fields in forms (Fig. 10A-B, col.

21 lines 39-48, col. 22 lines 6-35). Further, Luchs discloses sending the policy to

printing if the policy does not need further approval based on the criteria, and wherein if

further approval is needed, the policy is sent to underwriting for approval (col. 16 lines

30-52). As per the recitation of a first and second confirmation signal, sending the

policy to printing is considered to be a form of a confirmation signal. As per the

recitation of additional or separate confirmation signals, the courts have broadly held

that the duplication of parts is obvious. *In re Harza*, 274 F.2d 669, 124 USPQ 378

(CCPA 1960). As such, these changes do not present a patentable distinction over the

applied prior art of record.

At the time the invention was made, it would have been obvious to one of ordinary skill in the art to include the features of Luchs within the system of Cullen with the motivation of allowing a user to obtain information from a variety of sources over the Internet, thus reducing the difficulty in obtaining information on multiple insurance policies (Cullen; col. 1 lines 5-45).

Cullen and Luchs do not disclose selecting the information from a list. It is respectfully submitted that it is well known in the art of graphical user interfaces to present information in list form, and a person skilled in the art would have recognized this modification to the method taught collectively by Cullen and Luchs at the time the invention was made to ensure that users do not improperly enter information.

14.   Claim 19 is rejected under 35 U.S.C. 103(a) as being unpatentable over Cullen et al. (6,272,528), Luchs et al. (4,831,526), and Felton (Felton, Bruce, "Rental Car Insurance: Staying out of financial potholes," The New York Times, March 23, 1997, pg. 3, 11) as applied to claim 15, and further in view of Hartigan (US 2002/0022976).

(A) As per claim 19, Cullen discloses the user interface including an input means in which a new customer can specify information that is utilized to determine whether the new customer is eligible for obtaining insurance coverage of a particular type (Fig. 1, col. 1 line 47 to col. 2 line 11, col. 4 line 64 to col. 5 line 4, col. 6 lines 9-40, col. 7 lines 16-39); and wherein upon the providing of the information by way of the input means, the user interface displays results that include an indication of whether the new

customer is eligible for obtaining insurance coverage of the particular type (col. 6 line 55 to col. 7 line 15).

Cullen fails to expressly disclose inputting a temporal limitation and a geographic limitation. Luchs discloses entering data into fields in a form relating to a desired insurance coverage, wherein the fields include the effective data of the insurance policy, the expiration date of the insurance policy, and the zip code and state of the policy holder (Fig. 10A-B, col. 3 lines 17-38, col. 22 line 5 to col. 23 line 28).

At the time the invention was made, it would have been obvious to one of ordinary skill in the art to include the features of Luchs within the system of Cullen with the motivation of allowing a user to obtain information from a variety of sources over the Internet, thus reducing the difficulty in obtaining information on multiple insurance policies (Cullen; col. 1 lines 5-45).

Cullen, Luchs, and Felton fail to expressly disclose wherein, upon a determination that the new customer is eligible for obtaining insurance coverage of the particular type, the results that are displayed include an identification code including at least one of a user name and a password, and wherein, upon entry of the identification code by way of the user interface, the new customer is able to input limitations.

Hartigan discloses entering policy information for a new insured and generating an access code and password for that insured, wherein the insured is able to enter information on insurance (par. 12-13, par. 218-224, claim 1).

At the time the invention was made, it would have been obvious to one of ordinary skill in the art to combine the teachings of Hartigan within the system taught

collectively of Cullen and Luchs with the motivation of allowing a user to determine

whether they are eligible for insurance coverage (Hartigan; par. 10).

The remainder of claim 19 repeats the limitations of claim 15, and are

incorporated herein.

Response to Arguments

15.   Applicant's arguments with respect to claim 1 have been considered but are moot

in view of the new ground(s) of rejection.

16.   Applicant's arguments filed 9 April 2006 have been fully considered but they are

not persuasive. Applicant's arguments will be addressed below in the order in which

they appear in the response filed on 9 April 2006.

(A) At pages 9-10 of the response filed on 9 April 2006, Applicant argues that the

applied prior art fails to teach the features of claims 14 and 15.

In response, all of the limitations which Applicant disputes as missing in the

applied references, including the features newly added in the 9 April 2006 amendment,

have been fully addressed by the Examiner as either being fully disclosed or obvious in

view of the collective teachings of Luchs, Felton, Cullen, Hartigan and/or Quicken,

based on the logic and sound scientific reasoning of one ordinarily skilled in the art at

the time of the invention, as detailed in the remarks and explanations given in the

preceding sections of the present Office Action, and incorporated herein.

In response to Applicant's arguments that the prior art fails to teach insurance

that covers an item that is owned by the customer, the Examiner respectfully submits a

recitation of the intended use of the claimed invention must result in a structural

difference between the claimed invention and the prior art in order to patentably

distinguish the claimed invention from the prior art. If the prior art structure is capable of

performing the intended use, then it meets the claim. In this case, claims 14 and 15

recite that the item is owned by the customer and the user is one of a first customer who

owns a first item and a third party acting on behalf of the first customer. The claim

limitations relate to the intended use of the claimed invention and do not result in a

structural different between the claimed invention and the prior art. It is suggested that

Applicant focus on the structural differences between the prior art system and the

claimed invention rather than on the users of the system or the owners of insured items.

(B) At pages 10-12 of the response filed on 9 April 2006, Applicant argues that there is

no suggestion to combine or modify the references to arrive at Applicant's claimed

invention found in claims 14 and 15.

In response to applicant's argument that there is no suggestion to combine the

references, the examiner recognizes that obviousness can only be established by

combining or modifying the teachings of the prior art to produce the claimed invention

where there is some teaching, suggestion, or motivation to do so found either in the

references themselves or in the knowledge generally available to one of ordinary skill in

the art. See *In re Fine*, 837 F.2d 1071, 5 USPQ2d 1596 (Fed. Cir. 1988) and *In re*

Jones, 958 F.2d 347, 21 USPQ2d 1941 (Fed. Cir. 1992). In this case, the Examiner

has provided motivations for combining Luchs and Felton in claim 14 and Cullen, Luchs,

and Felton in claim 15 directly from the references themselves. Note the motivation

given for the combination of Luchs and Felton in the rejection of claim 14 above of

"allowing a customer to receive insurance only for the period of time in which they are

using the rental car (Felton; pg. 2, par. 3). Also note the motivations given for the

combination of Cullen, Luchs, and Felton in the rejection of claim 15 above of allowing a

user to obtain information from a variety of sources over the Internet, thus reducing the

difficulty in obtaining information on multiple insurance policies (Cullen; col. 1 lines 5-45)

and allowing a customer to receive insurance only for the period of time in which they

are using the rental car (pg. 2, par. 3).

In response to applicant's argument that a system relating to rental car insurance

described in Felton cannot be combined with a system for providing standard insurance

as described in Cullen and/or Luchs, the test for obviousness is not whether the

features of a secondary reference may be bodily incorporated into the structure of the

primary reference; nor is it that the claimed invention must be expressly suggested in

any one or all of the references. Rather, the test is what the combined teachings of the

references would have suggested to those of ordinary skill in the art. See *In re Keller*,

642 F.2d 413, 208 USPQ 871 (CCPA 1981).

With regards to claim 14, the Examiner has provided the Luchs reference for

teaching all of the limitations of claim 14 except for the limitation pertaining to specifying

a time period of less than a month. However, Luchs suggests that time periods can be

specified for the length of insurance coverage. See Figure 10B. The Examiner

provided the Felton reference to teach the time period being less than a month. Thus,

based on the collective teachings of Luchs and Felton, one of ordinary skill in the art

would have been motivated to combine these references as discussed in the previous

paragraph and section 6(H) above. Therefore, the rejection of claim 14 is maintained.

With regards to claim 15, the Examiner has provided the Cullen and Luchs

references in combination to teach the features of claim 15. The only feature that

Cullen and Luchs collectively fail to teach is the temporal limitation being a time period

less than a month. However, Luchs suggests that time periods can be specified for the

length of insurance coverage. See Figure 10B. The Examiner provided the Felton

reference to teach the time period being less than a month. Thus, based on the

collective teachings of Cullen, Luchs and Felton, one of ordinary skill in the art would

have been motivated to combine these references as discussed in the previous

paragraph and section 13(A) above. Therefore, the rejection of claim 15 is maintained.

As such, it is respectfully submitted that an explanation based on logic and sound

scientific reasoning of one ordinarily skilled in the art at the time of the invention that

support a holding of obviousness has been adequately provided by the motivations and

reasons indicated by the Examiner in the present Office Action. *Ex parte Levengood,*

28 USPQ2d 1300 (Bd. Pat. App. & Inter. Apr. 1993).

Conclusion

17.   The prior art made of record and not relied upon is considered pertinent to

Applicant's disclosure. The cited but not applied prior art teaches method and

apparatus for gathering vehicle information (6,711,495) and the following articles:

Eskenazi, Stuart, "Idle Autos May Get Insurance Break," 24 July 1993, Austin American

Statesman, pg. B.1;

Cole, Nicola, "Avoid Car-Hire Pitfalls; Weekend Money," The Times, London, 4 June

1994;

The Belfast News Letter, "Your Money: Gearing Up for a Break," 28 July 1998, pg. 27;

and

Short Term Insurance, Norwich Union website, www.norwichunion.com/short-term-

insurance/index.htm, accessed 5/17/06.

18.   Any inquiry concerning this communication or earlier communications from the

examiner should be directed to Carolyn Bleck whose telephone number is (571) 272-

6767. The Examiner can normally be reached on Monday-Thursday, 8:00am – 5:30pm,

and from 8:30am – 5:00pm on alternate Fridays.

        If attempts to reach the examiner by telephone are unsuccessful, the examiner's

supervisor, Joseph Thomas can be reached at (571) 272-6776.

        Information regarding the status of an application may be obtained from the

Patent Application Information Retrieval (PAIR) system. Status information for

published applications may be obtained from either Private PAIR or Public PAIR.

Status information for unpublished applications is available through Private PAIR only.

For more information about the PAIR system, see http://pair-direct.uspto.gov. Should

you have questions on access to the Private PAIR system, contact the Electronic

Business Center (EBC) at 866-217-9197 (toll-free).

19.   **Any response to this action should be mailed to:**

> Commissioner of Patents and Trademarks
> Washington, D.C. 20231

Or faxed to:

> (571) 273-8300   [Official communications]
>
> (571) 273-8300   [After Final communications labeled "Box AF"]
>
> (571) 273-6767   [Informal/ Draft communications, labeled
>   "PROPOSED" or "DRAFT"]

Hand-delivered responses should be brought to the Knox Building, Alexandria, VA.

Carolyn M. Bleck
Patent Examiner
Art Unit 3626